

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

<u>AAMCO TRANSMISSIONS, INC.</u>	:	CIVIL ACTION
Plaintiff,	:	
v.	:	No. 2:11-cv-01693-JD
<u>VINCENT L. MERLINO</u>	:	
Defendant.	:	

**STIPULATED PERMANENT ORDER OF INJUNCTION**

The parties, by and through their undersigned counsel, hereby stipulate and agree that the following be entered as a permanent Order of this Honorable Court and that it shall be a full and final disposition as Counts I through III of Plaintiff's Complaint (ecf doc. no. 1). Provided the following is made a permanent Order, Plaintiff waives all monetary claims set forth in Counts I through III of Plaintiff's Complaint. Defendant, Vincent L. Merlino ("Merlino"), and anyone else who may be bound under F.R.C.P. 65(d)(2), are enjoined as follows:

1) Merlino shall not engage in, directly or indirectly through any third person, the transmission repair business within eight (8) miles of 847 Main Street in Stamford, Connecticut (the "Former Center"), or within eight (8) miles of any other AAMCO Transmission Center until January 9, 2012. Further, Merlino shall (a) promptly remove or cover all signage at the Former Center – including the pole sign – that display the word "Transmission" or otherwise indicate that transmission or transmission related repairs are performed at the Former Center; and (b) until January 9, 2012, refrain from advertising, in any way or manner, that the former Center performs transmission related repairs.


2) Merlino shall not use or display, in any manner, including without limitation on or in any signs, stationery, letterheads, forms, printed matter or advertising, the proprietary marks "AAMCO", "AAMCO Transmissions" or similar names or marks (specifically including, AAMCO point-of-sale pamphlets, the "Clean Sweep" award plaque and the AAMCO car rental rate sign).


3) Merlino shall not advertise or otherwise hold himself out to the public, directly or indirectly, as an authorized franchisee of Plaintiff or as being in any way sponsored by or

connected or associated with Plaintiff. Further, Merlino shall remove or replace the two AAMCO style, 6 sided, sign boxes mounted on the exterior of the Former Center.

4) Merlino shall not do anything to cause potential purchasers of repair services to believe that any services or repairs performed by Defendant, or any business with which he is associated, originate with Plaintiff or are endorsed or sponsored by Plaintiff; and

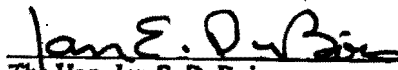
5) Merlino shall not interfere with Plaintiff's right to ownership and control of the telephone account for the telephone number (203) 327-9480 or other AAMCO advertised telephone number.

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ORDER

AND NOW, this 20<sup>th</sup> day of May, 2011, the Stipulation of Injunction set forth above is APPROVED and entered as an ORDER of the Court.

  
The Hon. Jan E. DuBois